

ASSIGNEES' SALE

OF VALUABLE IMPROVED FEE SIMPLE PROPERTY

Under and by virtue of the power of sale contained in a Mortgage from James L. Baker and Margaret A. Baker, his wife, dated the 16th day of September 1975, and recorded in Liber 969, folio 568, one of the Land Records of Frederick County, Maryland, the holder of the indebtedness as secured by the Mortgage having appointed Seymour B. Stern as Assignee, by instrument duly executed, acknowledged and recorded among the Land Records of the County aforesaid, default having occurred under the terms thereof and at the request of the parties secured thereby, the undersigned Assignee will sell at public auction, on

TUESDAY, JUNE 1, 1982

AT

10:00 A.M.

AT

FREDERICK COUNTY COURTHOUSE

All that lot or parcel of land situate, lying and being in Middletown Election District, Frederick County, Maryland, known and designated as Lot No. 10, in Block R c the subdivision plat of Section 1-A, Fountaindale South, as recorded in Plat Book No. 10, folio 166, one of the Plat Records of Frederick County, Maryland.

Being all and the same property which was conveyed to James L. Baker and Margaret A. Baker, his wife, by Smith Building Contractors, Inc. by deed dated the 16th day of September, 1975 and recorded in Liber 969, folio 566 among the Land Records for Frederick County, Maryland.

The property is located at 7295 Beechtree Court, Middletown, Maryland and is a one-story frame dwelling with full basement, composition shingle roof, two baths, three bedrooms, and electric heat.

TERMS OF SALE: The above mentioned real property and improvements are to be sold in an "as-is" condition, and subject to liens and restrictions of record, if any. A deposit of Four Thousand Dollars (\$4,000.00) in cash, certified check or other instrument acceptable to the Assignee will be required of the purchaser to be paid at the time and place of sale. In the event the purchaser fails to consummate the purchase in accordance with the terms of sale, the deposit or any part of it, may be forfeited at the option of the Assignee. The balance of the purchase price is to be paid within ten (10) days of the ratification of the sale by the Circuit Court for Frederick County, Maryland unless settlement time is postponed at the sole option of the Assignee, and shall bear interest from the date of sale to date of settlement at the rate of nine percent (9%) per annum. Time is of the essence. All risk of loss following the date of sale shall be at the risk of Purchaser. In the event of default, the property shall be resold at the cost and risk of Purchaser, and the Assignee shall not be limited by such forfeiture from further availing himself of any additional legal or equitable remedies arising out of such default. Taxes, water rent and all other public charges and assessments payable on an annual basis, including sanitary and/or Metropolitan District Charges shall be adjusted to date of sale and assumed thereafter by the purchaser. All other costs and expenses of conveyancing are to be borne by the purchaser or purchasers.

There are no representatives or warranties express or implied, with respect to the condition of the property, improvements, title, lot size or the accuracy of any matters referred to in this advertisement.

SEYMOUR B. STERN
Assignee

John M. Robinson, Esquire
118 West Church Street
P.O. Box 703
Frederick, Maryland 21701
(301) 663-5335
Attorney for Assignee
Watson-Zimmerman, Auction Service
P.O. Box 624
Frederick, Maryland 21701
(301) 662-4726

ACKNOWLEDGEMENT OF PURCHASE

I (we) do hereby acknowledge that I

(we) have purchased

the real estate described in

the advertisement attached hereto

at and for the sum of

Thirty-nine Thousand Five

Hundred and no/100 Dollars

(\$ 39,500.00)

the sum of Four Thousand and no/100
Dollars

(\$ 4,000.00)

having been paid this date, and

the balance of Thirty-five Thousand
Five Hundred and no/100 Dollars

(\$ 35,500.00)

being due and payable at the

time of final settlement, and

I (we) do further covenant and

and agree that I (we) will

comply with the terms of sale

as expressed in the advertise-

ment attached hereto.

paid June 4, 1982